



CONTRACT

BETWEEN

THE CITY OF NASHUA

AND

NASHUA REGIONAL PLANNING COMMISSION

*To Resolve Outstanding Issues with the 2003 Broad Street Parkway Concept
as Required by Nashua Board of Aldermen's Resolution 06-06(B)*

This Agreement, dated this 11th day of December, 2006 by and between the City of Nashua, (hereinafter referred to as the "City"), and the Nashua Regional Planning Commission, a regional planning commission organized pursuant to New Hampshire law (RSA 36:45-53) with a place of business at 115 Main Street, Nashua, NH 03061 (hereinafter referred to as the "Commission"), acting by and through its Executive Director, Stephen Williams.

1. **Scope of Work:**

Commission staff will manage a study to resolve outstanding issues relative to the 2003 Broad Street Parkway concept as described in the attached scope of work and Nashua Board of Aldermen Resolution 06-06(B).

2. **Project Period:**

This agreement will become effective upon the full execution of this contract and shall be completed in one year following award of contract unless delayed due to circumstances beyond the Commission's control.

3. **Ownership of Material:**

All materials, maps, reports, documents, and other work products prepared under this Agreement shall be owned by the City, provided, however, that the Commission may retain file copies of any or all of the above for its own use.

4. **Documentation:**

The final report on the study will be presented in a bound document.

5. **Executive Review Meetings:**

An executive review team comprised of staff from the Nashua Community Development Division and the Nashua Public Works Division, appointed by the respective directors of those divisions, and a liaison member of the Nashua Board of Aldermen, appointed by the Chairman of the Nashua Board of Aldermen Infrastructure Committee, will review technical progress of this study with the NRPC and its subcontractor(s), the schedule, financial status and contractual issues during periodic review meetings, as considered necessary by this team. This review team will provide direction through a Single Point of Contact who is a member and chairman of this team, as further described in Paragraph 11 of this Agreement.

6. **Publicly Noticed Aldermanic Review Meetings:**

About every two months, the Commission's Executive Director or his designee and members of the executive review team will brief the study progress to the Board of Aldermen Infrastructure Committee at a scheduled public meeting.

PO # C70035

12.19.06



7. **Compensation:**

The Commission shall be compensated by the City for its costs in providing services. The total cost of the project shall not exceed \$150,000. The total compensation NRPC shall receive shall be the sum of all monthly invoices including the final invoice.

8. **Method of Payment:**

Compensation shall be paid to the Commission on a time and materials basis on monthly invoices presented to the Director of Public Works or his designee.

9. **Project Officer:**

The project officer for the Commission shall be the Executive Director. No other member of the Commission or staff may make representations or binding commitments for the Commission unless authorized by the Director.

10. **Office Space and Supplies:**

The Commission shall provide, at its offices, all supplies and space necessary to complete the services. Costs for supplies shall be billed in accordance with the budget.

11. **Single Point of Contact:**

All correspondence, draft revisions, map products or other documentation required from the City for the completion of this study shall be provided to the Commission via a single point of contact assigned by the Director of Public Works. A schedule for providing any required materials shall be agreed upon by the Executive Director of the Commission and the Executive Review Team, acting through the single point of contact.

12. **Insurance and Indemnification:**

A. Contractor shall maintain for the duration of the contract all required insurance coverage. Coverage must be written with an insurance carrier licensed to do business in the State of New Hampshire. City of Nashua requires thirty (30) days written notice of cancellation or material change in coverage. Contractor is responsible for filing updated Certificates of Insurance with the City of Nashua Risk Management Dept. during the life of the contract. The contractor must maintain required limits of coverage for the duration of the contract/project. The contractor shall provide a Certificate of Insurance with evidence of the following coverage's to the City of Nashua Risk Management Dept. ten (10) days prior to commencing work under the contract document.

B. At a minimum, the contractor shall maintain the following levels of insurance coverage during the term of the project:

- a) Comprehensive General Liability - \$1,000,000 per occurrence/\$2,000,000 aggregate with City of Nashua to be named as an additional insured.
- b) Motor Vehicle Liability - \$1,000,000 combined single limit with City of Nashua to be named as an additional insured. Coverage must include all owned, non-owned and hired vehicles.
- c) Workers' Compensation as required by statute/Employers' Liability of \$100,000/\$500,000/\$100,000.
- d) Professional Errors and Omissions - \$1,000,000.



Any subcontractor used is the agent of the contractor and not the City of Nashua's. Subcontractors are subject to the same insurance requirements as the contractor.

C. Indemnification - Contractor shall indemnify and hold harmless the City of Nashua, New Hampshire, its agents and employees from and against all claims, damages, losses and expenses (including attorney's fees), arising out of the contractors/subcontractors performance under the contract.

13. Termination:

The City shall have the right at any time, and for any cause, to terminate the work required of the Commission by this Agreement, by written notice of such termination provided to the Commission by the City, and, in the event of such a termination of this Agreement, without fault on the part of the Commission. The Commission shall be entitled to compensation for all work theretofore satisfactorily performed pursuant to this Agreement, such compensation to be fixed, insofar as possible, based upon the work performed prior to the termination. It shall be a breach of this Agreement if the Commission shall fail to render timely the services required under this Agreement, in accordance with sound professional principles and practices, to the satisfaction of the Division, or shall be in such financial condition as to be unable to pay its just debts as they accrue, or shall make an assignment for the benefit of creditors, or shall be involved in any proceeding, voluntary or involuntary, resulting in the appointment of a receiver or trustee over its affairs, or shall become dissolved for any cause. In the event of the happening of any one or more of the foregoing contingencies, or upon the substantial breach of any other provisions of this Agreement by the Commission, its officers, agents, employee, and subconsultants, the City shall have the absolute right and option to terminate this Agreement forthwith, and, in addition, may have and maintain any legal or equitable remedy against the Commission for its loss and damages resulting from such breach or breaches of the Agreement; provided, however, that as to all plans, drawings, tracings, estimates, specifications, reports, proposals, sketches, diagrams and calculations, together with all material and data theretofore furnished to the Division by the Commission, of a satisfactory nature in accordance with this Agreement, which plans, drawings, tracings, etc., are of use to the City, the Commission shall be entitled to a credit, based on the contract rate for the work performed in a satisfactory manner and of use and benefit to the City.

14. Procurement of Professional Services:

The Commission shall procure professional services from engineers, environmental scientists, planners or other consultants through a qualifications based process consistent with NRO §2-248, with the participation of staff members and other representatives of the City of Nashua as determined by the Director, Public Works Division.

15. Prohibited Interests:

Contractor shall not allow any officer or employee of the City to have any indirect or direct interest in this contract or the proceeds of this contract. Contractor warrants that no officer or employee of the City has any direct or indirect interest, whether contractual, noncontractual, financial or otherwise, in this contract or in the business of the Contractor. Contractor also warrants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. Contractor further warrants that no person having such an interest shall be employed in the performance of this contract. If any such interest comes to the attention of Contractor at any time, a full and complete disclosure of the interest shall be



immediately made in writing to the City. If City determines that a conflict exists and was not disclosed to the City, it may terminate the contract at will or for cause.

16. Non-Assignment:

No portion of this Agreement may be assigned or subcontracted to another party without prior approval of both parties.

17. Amendment:

This Agreement, including the scope of work, may be amended or modified by a written amendment signed by the City and the Commission.

18. Entire Agreement:

This Agreement, along with attachments, constitutes the entire agreement and understanding between the parties and supersedes all prior agreements and understandings relating hereto.

IN WITNESS THEREOF the parties have hereunto set their hands on the day and year first written above.

CITY OF NASHUA, NH

NASHUA REGIONAL PLANNING COMMISSION

Bernard A. Streeter, Mayor

Stephen Williams,
Executive Director



Scope of Work for the Study to Resolve Outstanding Issues with the 2003 Broad Street Parkway Concept

- A) Land Use Issues for Pine Street between W. Hollis Street and Kinsley Street – The 2003 Broad Street Parkway concept works as a solution for traffic issues caused by Broad Street Parkway in the Pine Street/tree streets area. However, the land use impacts on Pine Street in particular and the tree streets in general may need to be mitigated. These land use issues were not addressed at the time, because Federal Highway Administration would not allow the city/NRPC to do so. During the 2003 study the FHWA had not yet accepted the 2003 Concept as a viable one and was not willing to use federal funds for any purpose beyond investigation of traffic issues. An alternatives analysis must be completed to identify a solution that is acceptable for both traffic and land use.
- B) Land Use Issues for Franklin Street – A similar issue also exists for Franklin Street. The 2003 Broad Street Parkway Concept works as a traffic solution for a connection of Franklin Street to the Broad Street Parkway. Once again, the land use impacts along Franklin Street have not been resolved and may need to be mitigated. These land use issues were not addressed at the time, because Federal Highway Administration would not allow the city/NRPC to do so. During the 2003 study the FHWA had not yet accepted the 2003 Concept as a viable one and was not willing to use federal funds for any purpose beyond investigation of traffic issues. An alternatives analysis must be completed to identify a solution that is acceptable for both traffic and land use.
- C) Traffic Operations Issues – Three traffic issues must be resolved:
 - 1) Intersection configuration for Franklin Street/Broad Street Parkway intersection – Three possible configurations were identified in the 2003 study. No resolution was reached at that time because the choice will depend on an engineering analysis of the cost to construct the roadway in the area immediately north of the intersection.
 - 2) Intersection configuration for Franklin Street/Main Street – There will be a heavy left turn volume from Main Street north bound into Franklin Street west bound if the Broad Street Parkway is constructed per the 2003 Concept. The required length of the left turn lane and amount of required storage must be resolved.
 - 3) Intersection configuration for Broad Street/Broad Street Parkway – The configuration of this intersection was revised during the 2003 process. The revised concept requires an addition railroad grade crossing. Engineering analysis and discussions with the railroad operator must take place to determine if the revised configuration is acceptable. If not, it may be necessary to revert to the previous intersection configuration.
- D) Environmental Assessment – Environmental assessment must be completed to provide federal required documentation on several issues for the 2003 Concept.
- E) 2003 Concept Cost Estimate – Based on final 2003 concept identified by previously described land use, engineering, and environmental studies, an itemized cost estimate, including margin of error, shall be produced identifying costs for final design, right of way, construction, and any required mitigation.